

## National Indian Gaming Commission

### SETTLEMENT AGREEMENT

SA-09-03

#### INTRODUCTION

This Settlement Agreement (Agreement) is entered into by and between the Ho-Chunk Nation (Tribe or Tribes), a federally-recognized Indian tribe, and the Chairman of the National Indian Gaming Commission (NIGC Chairman), relating to the matter contained in the NIGC Chairman's Notice of Violation No. NOV-09-03.

#### RECITALS

1. Whereas, the Indian Gaming Regulatory Act (IGRA) authorizes the NIGC Chairman to issue civil fines for violations of the IGRA, National Indian Gaming Commission (NIGC) regulations, or tribal regulations, ordinances, or resolutions approved by the NIGC Chairman under 25 U.S.C. §§ 2710, 2712, 25 U.S.C. § 2713(a)(1).
2. Whereas, under the regulations of the NIGC, 25 C.F.R. § 573.3(a), the NIGC Chairman may issue a Notice of Violation (NOV) to any person for violations of any provision of the IGRA, NIGC regulations, or any provision of a tribal gaming ordinance or resolution approved by the Chairman.
3. Whereas, on January 28, 2009, the NIGC Chairman issued NOV-09-03 for the Tribe's failure to submit timely quarterly statements and fees for the quarters ending March 31, June 30, September 30, and December 31 of calendar year 2008.
4. Whereas, the NIGC Chairman and the Tribe desire to achieve an amicable resolution of Notice of Violation No. NOV-09-03.
5. Therefore, the Chairman and the Tribe have agreed to execute this Agreement and perform in accordance with the following covenants and conditions:

#### TERMS OF SETTLEMENT

6. This Agreement is entered into pursuant to 25 C.F.R. § 575.6(b) and shall be effective upon the date that it is signed by the last party to sign this Agreement (Effective Date).

7. The Tribe agrees that it was required to submit timely quarterly statements and fee payments to the NIGC for Ho-Chunk Bingo and Casino, Majestic Pines Bingo and Casino, Whitetail Crossing Casino, DeJope Bingo, and Rainbow Casino for the calendar year 2008.
8. The Tribe agrees that it submitted the quarterly statements and fee payments for Ho-Chunk Bingo and Casino, Majestic Pines Bingo and Casino, Whitetail Crossing Casino, DeJope Bingo, and Rainbow Casino for the calendar year 2008 to the NIGC in an untimely fashion.
9. The Tribe agrees that the failure to submit quarterly statements and fee payments for its gaming operations in a timely fashion is a violation of NIGC regulations.
10. The Tribe agrees to pay a civil fine of forty thousand dollars (\$40,000), made payable to the U.S. Treasury and delivered to the NIGC. Twenty thousand dollars (\$20,000) of the fine shall be due within thirty (30) days after the Effective Date of this Agreement under the following terms and conditions:
  - a. Ten thousand dollars (\$10,000) of the fine shall be made payable to the U.S. Treasury and delivered to the NIGC.
  - b. Ten thousand dollars (\$10,000) of the fine shall forthwith be donated by the Tribe to the Western Technical College located in La Crosse, Wisconsin for the establishment of a specialized program curriculum for the instruction of generally accepted professional accounting and auditing practices and standards and/or other gaming related curricula for Tribal gaming in the State of Wisconsin.
11. The remaining twenty thousand dollars (\$20,000) will be suspended pending the following:
  - a. The Tribe will resubmit the calendar year 2008 quarterly statements for the five gaming operations and the balance due for fee payments for calendar year 2008 within thirty (30) days after the Effective Date of this Agreement.
  - b. The Tribe will submit all quarterly statements and fee payments due for the quarter ending March 31 in a timely manner to be received by the NIGC on or before March 31, 2009. If any one quarterly statement or fee payment is not received by the required due date, twenty thousand dollars (\$20,000) will become payable 30 days after the delinquent quarterly statement or fee payment was due. If all due dates are met, the suspended fine of twenty thousand dollars (\$20,000) will be forgiven.
12. By entering this Agreement, the NIGC Chairman agrees to waive his right to impose any additional civil fine or a closure order against the Tribe for the matters


addressed in NOV-09-03, provided that if the Tribe fails to comply with this Agreement, the NIGC Chairman may issue a proposed civil fine to resolve the Tribe's violation and/or breach of this Agreement.

13. The Tribe agrees upon execution of this Agreement to waive the right to further review of matters addressed in this Agreement, including all rights to appeal to the full Commission as set forth in 25 C.F.R. Part 577 and judicial review pursuant to 25 U.S.C. § 2714.

#### ADDITIONAL COVENANTS

14. This Agreement constitutes the entire agreement between the NIGC Chairman and the Tribe relating to the enforcement matter set forth at the beginning of this Agreement. Any modification or waiver of any term of this Agreement must be in writing and signed by both parties.
15. The Tribe agrees that this Agreement shall be deemed to be the subject of a final order of the NIGC Commission under 25 C.F.R. § 575.4(c)(1) and a final agency action pursuant to 25 C.F.R. § 577.9(d).
16. The NIGC Chairman and the Tribe expressly agree and acknowledge that time is of the essence in this Agreement. The recitals herein shall be binding upon the parties, their agents, heirs, personal representatives, successors and assigns.
17. The parties agree that after the Effective Date, this Agreement shall be a public document and may be published or disclosed by either party.
18. This Agreement may be executed on one or more counterparts and each shall constitute an original. A signature produced by the initial shall be deemed to be an original signature and shall be effective and binding for purpose of the Agreement.

Ho-Chunk Nation

  
Wilfred Cleveland, President

Date:

National Indian Gaming Commission

  
Philip N. Hogen, Chairman

Date:

3/09/09